DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	2205 & 2209 LILIHA STREET
Project Address	2205 & 2209 Liliha Street Honolulu, HI 96817
Registration Number	6204
Effective Date of Report	February 6, 2007
Developer	QHJ INVESTMENT GROUP LLC

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has <u>not</u> been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

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General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. In addition, certain requirements and approvals of the county in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

If you are a typical condominium unit owner, you will have two kinds of ownership: (1) ownership in your individual unit; and (2) a percentage interest in the common elements.

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first that the Developer will effectively control the affairs of the Association. It is frequently necessary for the Developer to do so during the early stages of development and the Developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	χ Fee Simple	Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	χ Yes	No
Fee Owner's Name if Developer is not the Fee Owner		
Address of Project	2205 & 220	09 Liliha Street, Honolulu, HI 96817
Address of Project is expected to change because	NA	
Tax Map Key (TMK)	(1) 1-8-0	002-096
Tax Map Key is expected to change		
because		
Land Area	10,103 sc	<u>. ft.</u>
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	NA	•

1.2 Buildings and Other Improvements

Number of Buildings	2
Floors Per Building	2
Number of New Building(s)	2
Number of Converted Building(s)	n
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, wood, glass

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc.)	Total Area
2205	1	6/3	2,791.0 sf	497 sf	gar/laundry/	
					entry	3,288 sf
2209	1	6/3	2,914.0 sf	595 sf	gar/laundry/	
					entry	3,509 sf
See Exhil	oit					

	Total Number of Units	

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

Total Parking Stalls in the Project:	6
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	Each Unit has a 2 car garage and one open stall
Attach Exhibit specifying the Parking Stall no stall(s) (regular, compact or tandem and indicate with the stall sta	umber(s) assigned to each unit and the type of parking hether covered or open).
If the Developer has reserved any rights to assign of	or re-assign parking stalls, describe such rights.

1.5 Boundaries of the Units

Boundaries of the unit:

- (1) all perimeter walls, floors, foundations and roofs of each building; and
- (2) all pipes, wires, conduits or other utility and service lines in such building or outsid such building, if the same are not utilized for or serve more than one unit.

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project):

Notwithstanding anything to the contrary contained in this Declaration each unit owner has the right, at his sole option, at any time, without the consent of anyone other than the holders of all liens affecting his unit, to improve, renovate, remodel, make additions to, remove, replace, or restore the improvements to or in his unit.

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in Declaration, is:					
	Described in Exhibit .				
As follows:					
2205: 2209:	50% 50%				

1.8 Recreational and Other Common Facilities (Check if applicable):

Swimming Pool
Laundry Area
Storage Area
Tennis Court
Recreation Area
Trash Chute/Enclosure(s)
Exercise Room
Security Gate
Playground
Other (describe):

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit B.

Described as follows:

Common Element	Number	
Elevators	0	
Stairways	0	
Trash Chutes		

1.10 Limited Common Elements

<u>Limited Common Elements</u>: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit

Described as follows:

Certain parts of the common elements called "Limited Common Elements", are hereby designated and set aside for the exclusive use of each unit(s), and each unit(s) shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs, of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement, and improvement, shall be borne entirely by the unit(s) to which it is appurtenant. The limited common elements so set aside and reserved to each unit is the limited common area of each unit consisting of the land beneath and immediately adjacent thereto (including any yard areas, landscaping, driveway and access areas), as shown and delineated on said Condominium Map, provided that Unit 1903 has a driveway easement over and across Unit 1901. The limited common area of each unit is set forth in Exhibit "B" of the Declaration.

1.11 Special Use Restrictions

The De this pro	claration and Bylaws may contain restrictions on the use and occupancy of the units. ject include, but are not limited to, those described below.	Restrictions for
	Pets:	
0	Number of Occupants:	
	Other:	
	There are no special use restrictions.	

1.10 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property of a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit C describes the encumbrances against title contained in the title report described below.

Date of the title report: November 22, 2006

Company that issued the title report: First Hawaii Title Corporation

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses P	ermitted by Zoning					
	Type of Use	No. of Units	Į (rmitted by ning	Zoning
X	Residential	2	χ	Yes	No	R-5
	Commercial			Yes	No	
	Mix Residential/Commercial			Yes	No	
	Hotel			Yes	No	
	Timeshare			Yes	No	
	Ohana			Yes	No	
	Industrial			Yes	No	
	Agricultural			Yes	No	
	Recreational			Yes	No	
	Other(specify)			Yes	No	
Is/Are this/these use(s) specifically permitted by the project's Declarations or Bylaws?		X	Yes	No		
	es to zoning code have been gra e any variances that have been g			Yes	χNο	
zoning o						

1.14 Other Zoning Compliance Matters

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In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.

A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:					
		,			

1.15 Conversions

Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.	□ Applicable ☑ Not Applicable			
Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:				
Developer's statement of the expected useful life of e				
List of any outstanding notices of uncured violations of NA	of any building code or other county regulations:			
Estimated cost of curing any violations described above: NA				
Regarding any converted structures in the project, at by an appropriate county official which states that eith				
 (A) The structures are in compliance with all zoning a project at the time it was built, and specifying, if any variances or other permits that have been gradii) Whether the project contains any legal nonconformamendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinate the structure into compliance; 	oplicable: anted to achieve compliance; ming uses or structures as a result of the adoption or			
or				
(B) Based on the available information, the county of the foregoing matters in (A) above.	fficial cannot make a determination with respect to			
Other disclosures and information:				

1.16 Project In Agricultural District

Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? If the answer is "Yes", provide information below.	□ Yes ⊠ No
i ilio anovot lo 100 ș protiao ilionialion zoloni	
Are the structures and uses anticipated by the Developer's promoti with all applicable state and county land use laws? ☒ Yes ☐ No	onal plan for the project in compliance
If the answer is "No", provide explanation.	
Are the structures and uses anticipated by the Developer's promoti	ional plan for the project in compliance
with all applicable county real property tax laws? ☒ Yes ☐ No	onal plan for the project in compliance
If the answer is "No", provide explanation and state whether there a	re any penalties for noncompliance.
Other disclosures and information:	
Project with Assisted Living Facility	
Does the project contain any assisted living facility units	□ Yes
subject to Section 321-11(10), HRS? If the answer is "Yes", provide information below.	⊠ No
Listing requirements and the impact of the requirements on the cost governance of the project.	s, operation, management and
The nature and the scope of services to be provided.	
Additional costs, directly attributable to the services, to be included in expenses.	n the association's common
The duration of the provision of the services.	
Other possible impacts on the project resulting from the provision of	the services.
Other disclosures and information.	

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer	Name: QHJ INVESTMENT GROUP LLC Business Address: 2667 Rooke Ave. Honolulu, HI 96817 Business Phone Number: (808) 383-1888 E-mail Address:
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	HENRY SHAO QIANG LIANG, Member-manager SHAO JIA LIANG, Member-manager JOHNNY SHAO HUANG LIANG, Member-manager
2.2 Real Estate Broker	Name: SUMMIE LI Business Address: 50 S. Beretania St., Ste.C-209 Honolulu, HI 96813 Business Phone Number: (808) 734-2208 E-mail Address:
2.3 Escrow Depository	Name: FIRST HAWAII TITLE CORPORATION Business Address: 201 Merchant St., Ste. 2000 Honolulu, HI 96813 Business Phone Number: (808) 521-3411
2.4 General Contractor	Name: STATEWIDE CONTRACTOR SERVICE INC. Business Address: p.o. Box 27838 Honolulu, HI 96827 Business Phone Number: (808) 383-1888
2.5 Condominium Managing Agent	Name: Self-managed by the Association Business Address: Business Phone Number:
2.6 Attorney for Developer	Name: LESTER G. L. WONG Business Address: 1188 Bishop St., Ste. 702 Honolulu, HI 96813 Business Phone Number: (808) 526-3033

3.CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominic	um Property Regi	ime				
The Declaration of Condominium Property Regime contains a description of the land, buildings, units,						
common interests, common elements, limited common elements, and other information relating to the						
condominium project.						
Land Court or Bureau of	Date of Docume		Document Number			
Conveyances	December 15, 2	006	3530757			
Bureau of Conveyances						
		4. D = -1				
Amendments to Declaration of Cor			Document Number			
Land Court or Bureau of	Date of Docume	ent	Document Number			
Conveyances						
3.2 Bylaws of the Association	of Unit Owners					
3.2 Bylaws of the Association	OI OIIIE OWNERS					
The Bylaws of the Association of	Unit Owners gove	ern the operation of	of the condominium project. They			
provide for the manner in which th	e Board of Direct	ors of the Associa	tion of Unit Owners is elected, the			
			be conducted, whether pets are			
prohibited or allowed and other ma	tters that affect ho	w the condominium	m project will be governed.			
Land Court or Bureau of	Date of Docume		Document Number			
Conveyances	December 15, 2	006	3530758			
Bureau of Conveyances						
Amendments to Bylaws of the Asso						
Land Court or Bureau of	Date of Docume	nt	Document Number			
Conveyances						
3.3. Condominium Map						
The Condominium Map contains a	site plan and floor	plans, elevations	and layout of the condominium			
project. It also shows the floor plan	i, unit number and	dimensions of each	ch unit.			
Land Court Map Number	*****	1856				
Bureau of Conveyances Map Numb	per					
Dates of Recordation of Amendmen		inium Map:				

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.

The House rules for this Project:

Are Proposed

Have Been Adopted and Date of Adoption

Developer does not plan to adopt House Rules

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
[3]	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:
	a) To maintain development facilities and conduct sales of units until unit deeds are issued to unit purchasers with respect to all units in the Project. These rights shall include, but not be limited to, maintaining model units, operating a sales and construction office, conducting advertising, placing signs, using parking spaces, and erecting lighting in connection with such sales; PROVIDED, however, that the Declarant shall not use any unit with respect to which a deed has been issued (other than to the developer); and PROVIDED FURTHER, that in exercising such right, the Declarant shall not interfere with the rights of any unit owner to the use of, or access to his unit or any of the common elements appurtenant thereto.
	b) To enter upon the land and the Project and carry on such construction and demolition activities as may be necessary in connection with such alterations, modifications, and restoration, including, but not limited to, parking and storage of construction equipment and materials, provided that the Declarant shall not interfere with the rights of any other unit owner to the use of or access to his unit or any of the common elements thereto.

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

	of the Common Elements: The Association of Unit Owners is responsible for the of the common elements and the overall operation of the condominium project. The
	nay be permitted, and in some cases may be required, to employ or retain a condominium
	ent to assist the Association in managing the condominium project.
managing ag	sin to account the naging the contact that projects
The Initial Co	ndominium Managing Agent for this project is (check one):
	Not affiliated with the Developer
[X]	None (self-managed by the Association)
	The Developer or an affiliate of the Developer
O	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit	to
provide funds for the operation and maintenance of the condominium project. If you are delinquent	in
paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosur	re
proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium	m
ages. Maintenance fees may vary depending on the service provided.	

Exhibit D contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

If che	ecked, the	following utilities are included in the maintenance fee:
		Electricity for the common elements
		Gas for the common elements
		Water
		Sewer
		TV cable
		Other (specify)

4.4 Utilities to be Separately Billed to Unit Owner

	ne following utilities will be billed to each unit owner and are not included in the maintenance
fee:	
×	Electricity for the Unit only
	Gas for the Unit only
×	Water
X	Sewer
X	TV cable
X	Other (specify) Telephone

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

Sales Documents on file with the Commission include, but are not limited to, the following:						
Specimen Sales Contract Exhibit E contains a summary of the pertinent provisions of the sales contract.						
Including but not limited to any rights reserved by the Developer.						
Escrow Agreement dated: December 22, 2006						
\triangleright	Name of Escrow Company: First Hawaii Title Corporation					
	Exhibit F contains a summary of the pertinent provisions of the escrow agreement.					
	Other					
5.2 Sales to	Owner-Occupants					
	ntains three or more residential units, the Developer shall designate at least fifty percent its for sale to Owner-Occupants. NA					
	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.					
	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit					
	Developer has or will designate the units for sale to Owner-Occupants by publication					
5.3 Blanket L	iens					
or more than of Blanket liens (ex	A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project ne unit that secures some type of monetary debt (such as a loan) or other obligation. Accept for improvement district or utility assessments) must be released as to a unit before conveys the unit to a purchaser. The purchaser's interest will be affected if the developer					
	lien is foreclosed prior to conveying the unit to the purchaser.					
×	There are no blanket liens affecting title to the individual units.					
	There are blanket liens that may affect title to the individual units.					
Type	of Lien Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance					
5.4 Construction Warranties						
Construction Warranties: Warranties for individual units and the common elements, including the						
beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:						
	er Improvements: Units 2205 & 2209 The standard one year contractor's warranty on					
materials and wo	rkmanship. The one year begins when unit is sold.					
Appliances: The	appliances will have warranties as provided by the manufacturer.					

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

Status of Construction: Units 2205 & 2209: Completed in December 2006
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set for the below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: NA
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: NA
5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance
The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow

agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.

If the box to the left is checked, Sections 5.6.2 and 5.7, which follow below, will not be applicable to the project.

5.6.2 Purchaser Deposits Will be Disbursed Before Closing

binding	law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a sales contract may be used before closing to pay for certain project costs. For this project, the per indicates that purchaser deposits may be used for the following purposes (check applicable
	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or
	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

In connection with the use of purchaser deposits (check Box A or Box B):

Box A The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decided not to use purchaser deposits before closing, the Developer does not need to amend this report. If Box A is checked, you should read and carefully consider the following notice, which is required by law: Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase. Box B The Developer has not submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits. If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the Important Notice Regarding Your Deposits set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment. (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report. You should understand that, although the Important Notice Regarding Your Deposits set forth above does not currently apply to you, it might apply to you in the future, and, therefore you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.

Material House Bond. If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

part of this public report, as well as Item 5, if any, and are being delivered to you with this report. Developer's Public Report 1. Declaration of Condominium Property Regime (and any amendments) 2. Bylaws of the Association of Unit Owners (and any amendments) 3. Condominium Map (and any amendments) 4. 5. House Rules, if any **Escrow Agreement** 6. Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii 7. Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted. Other:

Copies of the condominium and sales documents and amendments made by the Developer are available for review through the Developer or through the Developer's sales agent, if any. The Condominium Property Regime law (Chapter 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access rules: www.hawaii.gov/dcca/har

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
 - (4) The purchaser does at least one of the following:
 - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

- (b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
- (c) Closes the purchaser of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be cancelled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted form this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

	QHJ INVESTMENT GROUP LI Printed Name of Develope	
B		12-22-06
	Duly Authorized Signatory*	Date
	HENRY SHAO QIANG LIANG, Its Member	r-Manager
	Printed Name & Title of Person Sign	ing Above

Department of Finance, <u>City and County of Honolulu</u>

Planning Department, <u>City and County of Honolulu</u>

370610.04

Distribution:

^{*}Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

EXHIBIT A

DESCRIPTION OF THE PROJECT.

<u>Unit 2205</u> as designated on the "CPR map" of the Condominium Map has a street address of 2205 Liliha Street, Honolulu, Hawaii 96817, is also referred to as Unit #1 on the floor plans and elevations of the Condominium Map. <u>Unit 2209</u> as designated on the "CPR map" of the Condominium Map has a street address of 2209 Liliha Street, Honolulu, Hawaii 96817, is also referred to as Unit #2 on the floor plans and elevations of the Condominium Map.

Unit 2205 and Unit 2209 are two-story residential dwellings with no basement. The first floor of each unit consists of wood frame with stucco finish on concrete slab foundation. The second floor of each unit is wood framed. It consists of stucco finish over dens glass gold board with 1/2" plywood backing on 2 x 6 and 2 x 4 stud walls. The interior walls 1/2 " thick gypsum board. Windows are fixed with vinyl sliding glass. The roofing is Architect 80.

DESCRIPTION OF UNITS.

One (1) freehold estate is hereby designated in each of the dwellings. The Project consists of two (2) freehold estates.

Unit 2205 consists of six (6) bedrooms and three (3) bathrooms. The first floor consists of 3 bedrooms, 1 bathroom, family room, wet bar, storage, laundry room and a two (2) car garage. The second floor consists of 3 bedrooms, 2 bathrooms, kitchen, living room, dining room, and lanai.

Unit 2209 consists of six (6) bedrooms and three (3) bathrooms. The first floor consists of 3 bedrooms, 1 bathroom, family room, wet bar, storage, laundry room and a two (2) car garage. The second floor consists of 3 bedrooms, 2 bathrooms, kitchen, living room, dining room, and lanai.

There are no basements in either units.

Unit 2205 has two (2) car garage, plus one (1) open stall. Unit 2209 has a two-car garage, plus one (1) open stall. No other parking will be provided.

The apartments will be numbered in the manner shown on said Condominium Map. All apartment areas are approximate and are based on the net living area, as measured from the interior surface of the apartment perimeter walls.

The apartments by number, net living area, limited common and common elements area are as follows:

Unit	Net Living	Limited
<u>No.</u>	<u>Area</u>	Common Area
2205	2,791.0 sq. ft.	4,207.0 sq. ft.
2209	2,914.0 sq. ft.	5,896.0 sq. ft.

EXHIBIT B

DESCRIPTION OF COMMON ELEMENTS

- (a) The land in fee simple described in Exhibit "A";
- (b) All ducts, sewer lines, electrical equipment, pipes, wiring, and other central and appurtenant transmission facilities and installations which serve the units for services such as power, light, water, gas, refuse, telephone, radio, and television signal distribution;
 - (c) Common wall between Unit 2205 and Unit 2209.

EXHIBIT C

ENCUMBRANCES AGAINST TITLE

1. Real property taxes, if any:
(Your attention is directed to the Director of Finance, City and County of Honolulu)

Tax Map Key: (1)-8-002-096

- 2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
- 3. -AS TO LOT 5-A:
 - a. Easement "B" (5 feet wide) for sewer purposes, as shown on Map No. 5 filed with the Land Court Application No. 1361, as set forth by Land Court Order No. 13446, recorded January 14, 1955.
 - b. Easement of ingress and egress in favor of Lot 5-B over said Easement "B", as shown on said Map 5, as set forth in Deed recorded as Land Court Document No. 175914 of Official Records.

Note: The foregoing instrument is not noted on Transfer Certificate of Title 804,686.

4. -AS TO LOT 5-C:-

a. An easement of ingress and egress in favor of Lot 5-B, as set forth in Deed recorded as Land Court Document No. 175914 of Official Records.

Note: The foregoing instrument is not noted on Transfer Certificate of Title 804,686.

- b. A Grant of Easement for ingress and egress over said Lot 5-C, in favor of Misaye Kaneshiro, unmarried, Matsuko Kaneshiro, and Sueko Kaneshiro, unmarried, recorded as Land Court Document No. 175915 of Official Records.
- c. A Grant of Easement for pole and wire lines purposes, in favor Hawaiian Electric Company, Inc., and Hawaiian Telephone Company, (now Hawaiian Teleom, Inc.) dated November 18, 1955, filed as Land Court Document No. 182158, granting an easement for utility and incidental purposes.
- 5. The following matters, as shown on or disclosed by the Perimeter Survey Sketch dated April 3, 2006, prepared by Dennis K. Hashimoto, Licensed Professional Land Surveyor:
 - a. Rock wall along the north boundary extends into the Liliha St. right of way by 0.5

- ft. to 1.1 ft. and 0.8 ft. for a length of 81.2 ft.
- b. Concrete driveway and asphalt driveway along the east boundary cross the property line.
- c. Concrete slab along the south boundary extends into parcel 51 by 1.6 ft. for a length of 12.5 ft.
- d. Hollow tile wall and rock wall along the south boundary are on the property line, inside the subject parcel by 0.37 ft., to 0.8 ft. for a length of 50 ft. and inside parcel 51 by 0.37 ft., to 0.8 ft. for a length of 50 ft.
- e. Rock wall along the west boundary extends into parcel 111 by 0.7 ft., to 0.0 ft. for a length of 52 ft.
- f. Fence along the west boundary extends into the subject parcel by 0.3 ft, to 0.2 ft. for a length of 68 ft.
- 6. PARTY WALL AGREEMENT by and between JOYCE Y. OYAMA, Trustee under that certain Edward Y. Shiraki Revocable Living Trust dated July 2, 1997, with powers to hold, lease, convey, sell and otherwise deal with the land, and KENNETH TATSUMI SHIRAKI, unmarried, and JANE E. SHIRAKI, Trustee of the Jane E. Shiraki Revocable Trust dated April 3, 1999 with powers to hold, lease, convey, sell and otherwise deal with the land, dated May 4, 2006 filed in said Land Court as Document No. 3427350.
- 7. The covenants, agreements obligations, conditions, easements and other provisions, as contained in the "2205 & 2209 LILIHA STREET" condominium project (herein called the "Project") dated December 15, 2006, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii on December 21, 2006 as Land Court Document No. 3530757, and as noted on TCT No. 804,686.
- 8. BY-LAWS OF ASSOCIATION OF APARTMENT OWNERS OF "2205 & 2209 LILIHA STREET" condominium project (herein called the "Project") dated December 15, 2006, filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii on December 21, 2006 as Land Court Document No. 3530758, and as noted on TCT No. 804,686
- 9. Condominium Map No. 1856.

EXHIBIT D

ESTIMATE OF INITIAL MAINTENANCE FEES AND ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment/Unit	Monthly Fee x 12 months Yearly Total
2205 2209	\$ 0 x 12 = \$0 \$ 0 x 12 = \$0 \$ 0 x 12 = \$0 \$ 0 x 12 = \$0

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

Estimate of Maintenance Fee Disbursements:

Monthly	X	12	months	Yearly	Tota
---------	---	----	--------	--------	------

Date: December 22, 2006

	Monthly x 12 months	Yearly Total
Utilities	and Services	
	Air Conditioning	
	Electricity	
	[] common elements only	
	common elements and apartments	
	Elevator	
	Gas	
	Refuse Collection	
	Telephone	
	Water and Sewer	
Mainten	nance, Repairs and Supplies	
	Building	
	Grounds	
Manage	ement	
	Management Fee	
	Payroll and Payroll Taxes	
	Office Expenses	
Insuranc	ce	\$0
Reserve	es(*)	•
Taxes a	nd Government Assessments	
Audit F	ees	
Other		
	TOTAL	<u>\$0</u>
	QHJ INVESTMENT GROUP LLC, a Hawaii limited liability company, the Developer for the condominium project 2209 LILIHA STREET hereby certifies that the above estimates of initial maintenance fee as maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.	2205 & sessments and

HENRY SHAO QIANG LIANG, Its Member-Manager

^(*) Mandatory reserves assessment and collection is effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6HRS, and the replacement reserves rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules as amended. Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

EXHIBIT E

SUMMARY OF SALES CONTRACT

The sales contract contains the price, description and location of the apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract provides:

- 1. A section for financing to be filled in and agreed to by the parties which will set forth how the buyer will pay the purchase price.
- 2. That a Buyer's deposits will be held in escrow until the sales contract is closed or cancelled. In the event Buyer fails to perform Buyer's obligations under this DROA (Seller not being in default), Seller may (a) bring an action for damages for breach of contract (b) retain the initial deposit and all additional deposits provided for herein as liquidated damages, and (c) Buyer shall be responsible for any costs incurred with this DROA.
- 3. That the buyer must close the purchase at a certain date and pay closing costs, in addition to the purchase price.
- 4. What will happen if there is a default under the sales contract by Seller or Buyer. If Buyer defaults, Seller may cancel the contract or bring legal action to force sale, obtain money damages or retain Buyer's deposit. If Seller defaults, Buyer can bring an action to force the sale.

The sales contract contains various other provisions which the buyer should become acquainted with.

5. Buyers are also made aware of the following:

"CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THESE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION."

EXHIBIT F

SUMMARY OF ESCROW AGREEMENT

The escrow agreement sets up an arrangement under which the deposits a Buyer makes under a sales contract will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

- (a) Escrow will collect payments due pursuant to the sales contract.
- (b) Escrow will deposit all monies received pursuant to the sales contract in a special account with a financial institution.
- (c) Escrow will let Buyers know when payments are due.
- (d) Escrow will disburse Buyer's funds only after the following have happened:
 - 1. The Real Estate Commission has issued a final public report;
 - 2. Buyer has received a copy of the final report and given Seller a Receipt;
 - 3. 2 working days after Seller has notified Escrow that it has received the receipt;
 - 4. Seller has notified Escrow in writing that the requirements of §§ 514A-39 and -63, HRS, have been satisfied;
 - 5. Seller notifies Escrow that the sales contract has become binding and that Seller's and Buyer's rights of cancellation have lapsed or become void.
- (e) Escrow will refund Buyer's funds if Seller tells Escrow in writing that a refund should be made in accordance with the sales contract. No refund will be made a Buyer's request unless Escrow receives written approval from the Seller.
- (f) Escrow will refund owner/occupant Buyer's deposits, if Seller and Buyer request a refund in writing, and (1) Seller does not offer Buyer a sales contract; or (2) Buyer fails to obtain financing within the prescribed time; or (3) Buyer asks to cancel because of hardship circumstances; or (4) Buyer does not plan to occupy the apartment.
- (g) If Buyer defaults Seller will notify Escrow of such default. Escrow will notify Buyer by registered mail that Seller has canceled sales contract because of Buyer's default. After 10 days following Buyer's receipt of cancellation notice, Escrow will treat Buyer's funds (less escrow cancellation fee) as Seller.

- (h) A Buyer's funds will be refunded without interest, less a cancellation fee if Buyer cancels the sales contract and either the seller requests that Buyer's funds be returned prior to issuance of the final public report, or Buyer's funds were obtained prior to issuance of the final public report and Buyer decides to cancel their reservation prior to receipt of the final public report.
- (i) The escrow agreement says what will happen to a Buyer's funds upon default under the sales contract.
- (j) Escrow will arrange for and supervise the signing of all necessary documents.
- (k) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

The escrow agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

EXHIBIT G

DISCLOSURE ABSTRACT

1. a. PROJECT: 2205 & 2209 LILIHA STREET

2205 & 2209 Liliha Street

Honolulu, HI 96817

b. DEVELOPER: OHJ INVESTMENT GROUP LLC

2667 Rooke Avenue Honolulu, HI 96817

c. <u>MANAGING AGENT</u>: None. Project will be self-managed.

d. <u>REAL ESTATE BROKER</u>: SUMMIE LI

Summie Li Realtors 50 S. Beretania, #C-209 Honolulu, HI 96813

2. Estimated Maintenance Fee Assessments and Disbursements

Maintenance Fees: The routine maintenance and repair of each apartment unit, including all utility charges, is the sole responsibility of each owner.

Individual Insurance: Section 514A-86, Hawaii Revised Statutes, requires that fire insurance be purchased to cover the Project's improvements. It is contemplated that each apartment owner will purchase and maintain his own homeowner's insurance policy which will include fire and liability coverage, and name the Association as an additional insured. As such, the premiums on said policies will be the individual responsibility of each apartment owner rather than a common expense of the Association. The premiums for said fire insurance will vary depending upon the insurance company and the coverage. Developer's best estimate regarding the cost of said coverage is approximately \$500.00 to \$2,000.00 per year per unit. If it is necessary for the Association to have its own public liability coverage (which could occur), this will become a common expense of the Association shared by the apartment owners.

3. Description of All Warranties Covering the Apartments and Common Elements.

NO WARRANTIES FOR FITNESS OF USE OR MERCHANTABILITY OR ANY OTHER KIND ARE MADE AS TO ANY APARTMENTS.

- 4. <u>Use of Apartments</u>. The "2205 & 2209 LILIHA STREET" condominium project will consist of two (2) residential dwellings which will be used for residential purposes by the owners, their tenants, servants, guests and invitees and for no other purpose.
- 5. Structural Components and Mechanical and Electrical Installations.

It is the Developer's opinion that all structural components and mechanical and electrical installations material to the use and enjoyment of the apartments appear to be sound and in satisfactory working condition. However, NO REPRESENTATIONS OF ANY KIND ARE MADE AS TO THE EXPECTED USEFUL LIFE, IF ANY, OF THE STRUCTURAL COMPONENTS AND MECHANICAL AND ELECTRICAL INSTALLATIONS MATERIAL TO THE USE AND ENJOYMENT OF ANY OF THE APARTMENTS.

- 6. <u>Code Violations</u>. To the best of the knowledge, information and belief of the undersigned, there are no outstanding notices of uncured violations of the building code or municipal regulations of the City and County of Honolulu.
- 7. <u>Sale of Apartments</u>. The developers and owners intend to offer Unit 2205 and Unit 2209 for sale to the public.

DATE: December 22, 2006 , 2006

QHJ INVESTMENT GROUP LLC

HENRY SHAO QIANG LIANG

Its Member-manager

"Developer"